

IN THE MISSOURI COURT OF APPEALS WESTERN DISTRICT

COMPLETE TITLE OF CASE

WCT & D, LLC,

Respondent,

v.

CITY OF KANSAS CITY, MISSOURI,

Appellant.

DOCKET NUMBER WD78207

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

DATE: December 8, 2015

APPEAL FROM

The Circuit Court of Jackson County, Missouri
The Honorable Bryan E. Round, Judge

JUDGES

Division Three: Ellis, P.J., and Mitchell and Gabbert, JJ.

CONCURRING.

ATTORNEYS

Grant L. Davis and David M. Harris
Kansas City, MO

Attorneys for Respondent,

Kathy K. Adams, Assistant City Attorney
Kansas City, MO

Attorney for Appellant.

- MISSOURI APPELLATE COURT OPINION SUMMARY**
MISSOURI COURT OF APPEALS, WESTERN DISTRICT

function is to determine primarily whether competent and substantial evidence upon the whole record supports the decision, whether the decision is arbitrary, capricious, or unreasonable, and whether the Board abused its discretion.

3. Missouri has adopted the Uniform Electronic Transactions Act (“UETA”), §§ 432.200 to 432.295, which provides that a record or signature shall not be denied legal effect or enforceability solely because it is in electronic form.
4. The UETA applies only to transactions between parties who have each agreed to conduct transactions by electronic means. Here, the evidence was that the City has never accepted an electronic signature on a consent form. Accordingly, there was sufficient evidence to conclude that the City has not consented to receive consent forms by electronic means.
5. Even if the City had agreed to receive electronic signatures, an electronic signature is attributable to a person only if it was the act of the person. The act of the person may be shown in any manner, including a showing of the efficacy of any security procedure applied to determine the person to which the electronic record or electronic signature was attributable. Here, Cashew, which bore the burden of proof, merely presented an email purporting to be from a representative of a property owner. There was no evidence of the authenticity of the email or that the sender was authorized to consent on behalf of the property owner. This evidence was insufficient to conclude as a matter of law that the email constituted an electronic signature.
6. The “void-for-vagueness doctrine,” which arises under the Due Process Clause of the Constitution, requires that ordinances be worded with precision sufficient to enable reasonable people to know what conduct is proscribed so they may conduct themselves accordingly.
7. The ordinance at issue clearly states that Cashew was required to provide “a signed consent form” from any property owners who wished to abstain. This language is sufficiently clear to avoid being void for vagueness.
8. Assuming, but not holding, that a poorly worded form implementing an ordinance can render the ordinance void for vagueness, the consent form is not unconstitutionally vague. While the form is not a model of clarity, Cashew had access to the ordinance, as well as the City’s investigators, either of which would have clarified that a signature was required. Where a party is fully informed of the specific requirements embodied in the ordinance and is made aware of the manner in which those requirements will be applied, it cannot be said that the ordinance, or a form implementing it, is unconstitutionally vague.

Opinion by: Karen King Mitchell, Judge

December 8, 2015

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THIS SUMMARY IS **UNOFFICIAL** AND SHOULD NOT BE QUOTED OR CITED.